

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

UNITED STATES OF AMERICA

v.

Case No. 1:19-CR-186

ROBERT MUTUA MULI,

Defendant.

STATEMENT OF FACTS

The United States and the defendant, ROBERT MUTUA MULI (hereinafter, “the defendant”), agree that at trial, the United States would have proven the following facts beyond a reasonable doubt with admissible and credible evidence:

1. From in or about April 2018 through in or about September 2018, in the Eastern District of Virginia and elsewhere, the defendant, ROBERT MUTUA MULI, did knowingly and intentionally combine, conspire, confederate, and agree with others known and unknown to commit an offense against the United States, namely wire fraud, that is: having knowingly devised a scheme to defraud or obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice to defraud, knowingly transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce certain writings, signs, signals, pictures, and sounds, in violation of Title 18, United States Code, Section 1343.

Fraud Against Victim 1

2. On June 18, 2018, MULI opened a checking/money market business account (“Subject Account 1”), in the name of Rogram Home Improvement LLC at First Commonwealth Bank. Rogram Home Improvement is an Ohio-based limited liability company, and MULI is

its registrant, incorporator, and owner. MULI opened the account as the owner of Rogram Home Improvement. At all times, MULI controlled Subject Account 1 and Rogram Home Improvement.

3. In and between August 2018 and September 2018, Victim 1, a county government in the Eastern District of Virginia, possessed an agreement with Dell Marketing LP ("Dell") to purchase equipment to meet the computer hardware needs of Victim 1's public schools. Dell Employee 1, Victim 1's principal point of contact at Dell, provided contract administrator services to Victim 1.

4. On August 6, 2018, Victim 1 received an email from an account falsely claiming to be Dell Employee 1, requesting a change to the destination account for Victim 1 payments to Dell. In fact, the email was from Co-conspirator 1, located in Kenya. The fraudulent account's email address was closely similar to Dell Employee 1's true email address. Co-conspirator 1's email included a Victim 1 Vendor Agreement with revised Automated Clearing House ("ACH") information for Dell. The revised information changed the routing number and account number to Subject Account 1, controlled by MULI, and the depository institution name to First Commonwealth Bank. The revisions changed the email address for notices of payment to Co-conspirator 1's fraudulent email account. The email also included a voided check issued by First Commonwealth Bank, which reflected Dell's true name and address.

5. From about August 8, 2018 through about September 10, 2018, Victim 1 sent twenty-eight ACH payments, totaling \$1,345,423.20 to Subject Account 1 for county government computing needs. The payments ranged from as low as \$328.77 to as much as \$241,223.13. Each of these interstate wire transfers was in furtherance of the defendant's

fraudulent schemes and caused interstate wire transfers that began or ended in the Eastern District of Virginia.

6. The below chart sets out all transactions over \$10,000 for Subject Account 1, controlled by MULI, between August 8, 2018 and September 5, 2018.

| Date | Description | Deposit | Withdrawal | Balance |
|-----------|---|--------------|-------------|--------------|
| 8/8/2018 | Victim 1 Payment to Subject Account 1 | \$43,901.74 | | \$48,909.04 |
| 8/10/2018 | Victim 1 Payment to Subject Account 1 | \$15,240.70 | | \$67,336.62 |
| 8/10/2018 | Check 1006 to Rogram Home Improvement | | \$29,900.90 | \$37,435.72 |
| 8/14/2018 | Check 1002 to Rogram Home Improvement | | \$32,690.90 | \$16,895.45 |
| 8/16/2018 | Victim 1 Payment to Subject Account 1 | \$57,348.81 | | \$74,932.68 |
| 8/16/2018 | Check 1007 to Rogram Home Improvement | | \$16,980.98 | \$57,951.70 |
| 8/17/2018 | Victim 1 Payment to Subject Account 1 | \$76,699.68 | | \$134,651.38 |
| 8/17/2018 | Victim 1 Payment to Subject Account 1 | \$124,913.99 | | \$259,565.37 |
| 8/20/2018 | Victim 1 Payment to Subject Account 1 | \$34,810.00 | | \$286,383.44 |
| 8/20/2018 | Victim 1 Payment to Subject Account 1 | \$241,223.13 | | \$527,606.57 |
| 8/20/2018 | Check 1008 to Rogram Home Improvement | | \$39,440.00 | \$488,166.57 |
| 8/20/2018 | Check 1014 to Rogram Home Improvement | | \$28,330.60 | \$450,915.00 |
| 8/21/2018 | Victim 1 Payment to Subject Account 1 | \$53,764.99 | | \$504,679.99 |
| 8/21/2018 | Check 1005 to MULI | | \$19,786.87 | \$484,893.12 |
| 8/21/2018 | Check 1011 to Rogram Home Improvement LLC | | \$34,600.97 | \$450,292.15 |
| 8/23/2018 | Victim 1 Payment to Subject Account 1 | \$43,618.50 | | \$498,700.51 |

| | | | | |
|-----------|--|--------------|-------------|--------------|
| 8/23/2018 | Victim 1 Payment to Subject Account 1 | \$118,050.00 | | \$616,750.51 |
| 8/24/2018 | Victim 1 Payment to Subject Account 1 | \$228,590.00 | | \$836,840.51 |
| 8/27/2018 | Check 1024 to Rogram Home Improvement | | \$42,973.70 | \$795,986.29 |
| 8/29/2018 | Victim 1 Payment to Subject Account 1 | \$201,368.87 | | \$988,464.56 |
| 8/29/2018 | Check 1028 to Rogram Home Improvement | | \$32,207.60 | \$956,256.96 |
| 9/4/2018 | Victim 1 Payment to Subject Account 1 | \$39,640.94 | | \$996,366.71 |
| 9/4/2018 | Check 1030 to Co-conspirator Company 1 | | \$42,456.70 | \$953,910.01 |
| 9/4/2018 | Check 1033 to Co-conspirator Company 1 | | \$40,300.00 | \$913,610.01 |
| 9/4/2018 | Check 1038 to Co-conspirator Company 2 | | \$82,000.00 | \$831,610.01 |
| 9/5/2018 | Check 1029 to Co-conspirator Company 1 | | \$62,600.90 | \$769,009.11 |
| 9/5/2018 | Check 1036 to Rogram Home Improvement | | \$42,230.00 | \$726,779.11 |
| 9/5/2018 | Check 1039 to Rogram Home Improvement | | \$32,900.00 | \$693,879.11 |

7. On August 1, 2018, Subject Account 1 had a balance of \$207.30. From August 8, 2018 to September 30, 2018, Subject Account 1 reflects only two types of transactions: incoming deposits from Victim 1, and outgoing checks withdrawals. A review of Subject Account 1, at all times in the possession of MULI, shows Victim 1 deposited \$1,345,423.20 in payments into Subject Account 1 from about August 8, 2018 through about September 10, 2018. Victim 1 was the sole source of income for Subject Account 1. From about August 10, 2018 through about September 5, 2018, MULI withdrew \$614,042.39 via checks to various entities including:

- a. MULI received \$28,707.84;

- b. Rogram Home Improvement, at all times under the control of MULI, received \$332,255.65;
- c. Co-conspirator Company 1, a company controlled by Co-conspirator 2, received \$145,357.60; and
- d. Co-conspirator Company 2, a company controlled by Co-conspirator 3, received \$82,000.00.

8. Upon receipt of these funds, MULI and Rogram Home Improvement LLC sent a portion of this money to Kenya via international wire transfer. MULI also purchased and shipped electronics equipment to Kenya, as a further means to transfer the profits of the scheme to co-conspirators.

9. In executing this scheme, MULI intended a loss of \$1,345,423.20 to Victim 1. Because certain funds were recovered before they could be spent or otherwise transferred, Victim 1 suffered an actual loss of \$610,329.60.

Fraud Against the City of Detroit

10. On February 22, 2018, MULI opened a business checking account ("Subject Account 2"), in the name of Rogram Home Improvement at Wells Fargo Bank. In the application to open the account, MULI declared that he was the sole owner of Rogram Home Improvement.

11. Between May 2018 and July 2018, the City of Detroit possessed an agreement with AECOM Great Lakes Inc. to meet the sales needs of the city.

12. On May 14, 2018 Co-conspirator 1 sent an email to the City of Detroit, from an email account falsely claiming to be an AECOM Great Lakes employee, directing the City of Detroit's Office of Contracting and Procurement to change the AECOM Great Lakes bank of

record to Wells Fargo, and directing payments to Subject Account 2, which was controlled at all times by MULI. The email account name matched the name of a former AECOM employee.

13. On May 25, 2018, the City of Detroit made a \$69,464.02 ACH payment to Subject Account 2. On June 1, 2018, a second ACH payment of \$699,802.83 was made to Subject Account 2.

14. Of the funds transferred to Subject Account 2, \$180,270.21 were used to make purchases, used to execute international wire transfers or money transfers to various accounts, including certain accounts in Kenya, or disbursed via checks to various entities including:

- a. \$49,990.60 to Rogram Home Improvement, in a single transaction on May 25, 2018; and
- b. \$74,527.90 to MULI, including a single transaction for \$39,990.40 on June 6, 2018.

15. In executing this scheme, MULI intended a loss of \$769,266.85 to the City of Detroit. Because certain funds were recovered before they could be spent or otherwise transferred, the City of Detroit suffered an actual loss of \$130,154.42.

Fraud Against the City of Philadelphia

16. On or about November 24, 2017, MULI opened a business checking account ("Subject Account 3"), in the name of Rogram Home Improvement at PNC Bank.

17. In May 2018, the City of Philadelphia Department of Finance possessed an agreement with Dell to purchase equipment to meet the computer needs of the city government.

18. On May 16, 2018, Co-conspirator 1 emailed the City of Philadelphia Department of Finance, from an email account falsely claiming to be from the legitimate Dell representative, requesting a change to the destination account for the City of Philadelphia Department of Finance

payments to Dell. The request included a City of Philadelphia Department of Finance “ACH Vendor Enrollment and Change Form” with revised ACH information for Dell. The revised information changed the routing number and the account number to Subject Account 3, controlled by MULI, and the depository institution name to PNC Bank. The email from Co-conspirator 1 also provided a voided check from Subject Account 3, which reflected Dell’s true name and address.

19. On May 25, 2018, the City of Philadelphia Department of Finance sent, via one ACH payment, \$230,858.24 to Subject Account 3, at all times in the possession of MULI and in the name of Rogram Home Improvement, for city government computing needs.

20. In executing this scheme, MULI intended a loss of \$230,858.24 to the City of Philadelphia. Because certain funds were recovered before they could be spent or otherwise transferred, the City of Philadelphia suffered no actual loss.

Fraud Against the State of Vermont

21. In April 2018, the State of Vermont possessed an agreement with Dell to purchase equipment to meet the computer needs of the state government.

22. On April 27, 2018, Co-conspirator 1 sent an email to the State of Vermont, from an email account falsely claiming to be a Dell employee, requesting a change to the destination account for the State of Vermont payments to Dell. The request included a State of Vermont “ACH Vendor Enrollment and Change Form” with revised ACH information for Dell. The revised information changed the routing number and the account number to Subject Account 3, controlled by MULI, and the depository institution name to PNC Bank. The email from Co-conspirator 1 also provided a voided check from Subject Account 3, which reflected Dell’s true name and address.

23. Between May 7, 2018 and June 25, 2018, the State of Vermont sent, via ten ACH payments, \$13,684.63 to Subject Account 3 for state government computing needs.

24. Of the funds transferred to Subject Account 3, \$7,218.00 were used to make purchases or to execute international wire transfers or money transfers to various accounts, including certain accounts in Kenya.

25. In executing this scheme, MULI intended a loss of \$13,684.63 to the State of Vermont. Because certain funds were recovered before they could be spent or otherwise transferred, the State of Vermont suffered an actual loss of \$3,917.72.

26. This statement of facts includes those facts necessary to support the plea agreement between the defendant and the United States. It does not include each and every fact known to the defendant or to the United States, and it is not intended to be a full enumeration of all of the facts surrounding the defendant's case.


27. The actions of the defendant, as recounted above, were in all respects knowing and deliberate, and were not committed by mistake, accident, or other innocent reason.

Respectfully submitted,

G. Zachary Terwilliger
United States Attorney

Date:

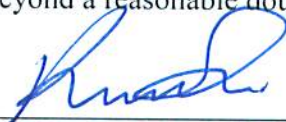
By:



Anthony W. Mariano
Special Assistant United States Attorney
Uzo Asonye
Assistant United States Attorney

After consulting with my attorney and pursuant to the plea agreement entered into this day between the defendant, ROBERT MUTUA MULI, and the United States, I hereby stipulate that the above Statement of Facts is true and accurate, and that had the matter proceeded to trial, the United States would have proved the same beyond a reasonable doubt.

Date: 6-11-19



ROBERT MUTUA MULI

I am Kevin Wilson, defendant's attorney. I have carefully reviewed the above Statement of Facts with him. To my knowledge, his decision to stipulate to these facts is an informed and voluntary one.

Date: 6/17/19



Kevin Wilson, Esq.
Attorney for ROBERT MUTUA MULI